



STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:
 Department Name: **Department Of Human Services** Agency Code: **200** Division Name: **Division Of Child And Family Services**,
 referred to as (STATE or DHS/DCFS), and the following CONTRACTOR:

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☒ Non-Profit Corporation
☐ For-Profit Corporation
☐ Partnership
☐ Government Agency

 Name

 Address

 City State Zip

Contact Person Phone # Email
 Federal Tax ID# Vendor # Commodity Code #

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide innovative and proven recruitment methods for identifying prospective adoptive parents for children waiting in DHS/DCFS foster care
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on a pre-approved sole source authorization **DHS Sole Source #**.
4. **CONTRACT PERIOD:** Effective date: **07-02-08** Termination date: **06-30-11** unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.
 All payments under this contract will be completed within 90 days after the Termination Date.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of **\$463,092.00** (FY09: \$154,364; FY10: \$154,364; FY11: \$154,364) for costs authorized by this contract. Additional information regarding costs: Additional costs may be required due to COLA's, expansion of contracted services, or other applicable costs.
6. **ATTACHMENT A:** State of Utah Standard Terms and Conditions
ATTACHMENT B: Utah Department Of Human Services' Additional Terms And Conditions
ATTACHMENT C: Scope of Work
ATTACHMENT D: Cost Sheets
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code and Procurement Rules.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

 Contractor's Signature Date

 Duane Betournay, Director Date
 Division of Child and Family Services

 Type or Print Name and Title

 Rosemary Frenchwood, Purchasing Agent Date
 DHS Bureau of Contract Management

 Sheri Witucki, Contract Analyst Date
 State Division of Finance

Marty Shannon	(801)538-3913	(801)538-3993	mshannon@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State of Utah, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State

include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
26. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 12 Feb 2007)

ATTACHMENT B
UTAH DEPARTMENT OF HUMAN SERVICES' ADDITIONAL TERMS AND CONDITIONS

1. METHOD AND SOURCE OF CONTRACTOR PAYMENT: To obtain payment for the services provided under this Contract, the Contractor shall submit to the STATE an itemized billing for its authorized services, together with the supporting information required for the reimbursement forms supplied by the STATE. The STATE shall then reimburse the Contractor by a warrant drawn against the STATE.
2. BILLING DEADLINES: The Contractor shall submit all billings and claims for services rendered during a given billing period within twenty (20) days after the last date of that billing period. All final billings under a contract must be received within twenty (20) days of termination of the contract, regardless of the billing period. If the Contractor fails to meet these deadlines, the STATE may deny payment for such delayed billings or claims for services.

The State Fiscal Year is from July 1 through June 30. The Contractor shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 20th of the following fiscal year, regardless of the termination date of the contract. The STATE may delay or deny payment for services performed in a given fiscal year if it receives the Contractor's billing for those services later than July 20th of the following fiscal year.

3. OVERPAYMENTS AND AUDIT EXCEPTIONS: If, during or after the contract period, an independent CPA audit or a fiscal review by the STATE determines that payments made by the STATE to the Contractor were incorrectly paid or were based on incorrect information from the Contractor, the Contractor may be required to repay the incorrect payments it received. The STATE shall also have the right to withhold any or all subsequent payments under this contract or under other contracts with the Contractor until the STATE fully recoups any payments to the Contractor determined to have been made incorrectly.

Revised April 5, 2006

ATTACHMENT C
SCOPE OF WORK
July 1, 2008 – June 30, 2011

A. Adoptive Family Recruitment:

The Contactor shall provide innovative and proven recruitment methods for identifying prospective adoptive parents for children waiting in DHS/DCFS foster care. The Contractor shall:

1. Provide website profiling of children waiting in DHS/DCFS foster care in order to recruit prospective adoptive families. The Contractor shall:
 - a. Profile and register legally free Utah children who are waiting in the DHS/DCFS foster care system, on the *Utah's Adoption Connection* website (www.utdcfsadopt.org).
 - b. Match children waiting in DHS/DCFS foster care with prospective adoptive families who have requested information from *Utah's Adoption Connection* website.
 - c. Maintain and upgrade the *Utah's Adoptive Connection* website and make adjustments to the site as needed.
 - d. Provide education on available services about the utilization of the *Utah's Adoption Connection* website to DHS/DCFS permanency workers and resource family consultants

B. Post Adoption Support:

The Contractor shall support adoptive families during placement and after finalization of the adoption by increasing their knowledge of support services and resources available to families who may be struggling to meet the challenges of adoption and related issues. The Contractor shall provide the following:

1. Utah Adoption Connection Website:

The Contractor shall maintain and upgrade the post-adoption section in the DHS/DCFS *Utah's Adoption Connection* website (www.utdcfsadopt.org).

- a. Update the website quarterly, or as needed, to maintain a comprehensive listing of community services and resources for adoptive families including educational opportunities, support groups, cultural groups, respite care options, mental health resources, special needs resources, lending library resources, and links to relevant websites including relevant chat rooms.
- b. Inform adoption professionals, community partners, and pre/post adoptive parents about the website and how to access it through DHS/DCFS. Information shall be shared in partner agency newsletters, at event booths, and other DHS/DCFS and community meetings.

2. Support and Resource Telephone Line:

The Contractor shall respond to calls from adoptive parents on an in state toll free line to provide personal and direct support and information about appropriate resources.

3. Resource Booklet:

At the request of DHS/DCFS the information and resources in the *Utah's Post-Adoption Resources Connection* booklet will be revised and/or updated.

4. Utah Adoption Connection Newsletter:

The Contractor shall publish a quarterly newsletter, *Utah's Adoption Connection*. The Contractor shall at a minimum:

- a. Produce and print newsletters for all DHS/DCFS adoptive parents. Newsletters will be delivered to DHS/DCFS for mailing to adoptive parents.
- b. Maintain a mailing list and send a newsletter to adoptive families, juvenile court judges, guardian ad litem attorneys, mental health and social services, and other recipients by request.
- c. Collaborate with the adoptive families, DHS/DCFS, mental health professionals, Utah Adoption Council, collaborative partners and local and national resources for newsletter articles.

5. Lending Library:

The Contractor shall make available adoption and/or special needs related books, videotapes, DVDs, CDs and audio cassettes to adoptive families, professionals, and other interested community partners. The Contractor shall maintain an updated comprehensive website listing of available adoption and/or special needs related books, videotapes, DVDs, CDs and audio cassettes.

C. Adoption Exchange Membership:

1. DHS/DCFS is a member of the Adoption Exchange which benefits include recruitment services for prospective adoptive families through sponsored events and media. The Adoption Exchange includes these additional member states: Utah, Nevada, Wyoming, South Dakota, Colorado, New Mexico, Missouri, and Oklahoma. The sponsored events and media allow access to prospective adoptive families in all the member states. The Contractor shall provide:
 - a. Child Specific Recruitment of prospective adoptive families for children waiting in DHS/DCFS foster care:
 - (1) Organize and host adoption events to connect children waiting in DHS/DCFS foster care with prospective adoptive families. Events may include but are not limited to: adoption profile parties, video parties or other methods that meet the objective of connecting children waiting in DHS/DCFS foster care with prospective adoptive families.
 - (2) Organize, produce, and promote Utah's Heart Gallery including opening events and other exhibits throughout Utah.

- b. Recruitment of prospective adoptive families through the media in Utah and member states:
 - (1) Tape "Wednesday's Child" to be aired on commercial television news in Utah. The Contractor shall provide additional recruitment through tapings in New Mexico, Colorado, and Nevada as available.
 - (2) Feature in print media and special interest newsletter the children requiring an adoptive family throughout the eight member states and throughout the country.
 - (3) Profile the children waiting in DHS/DCFS foster care on the Adoption Exchange website (www.adoptex.org) , to include eight member states, The Adoption Exchange internet website may include video tapes of children waiting in DHS/DCFS foster care.
 - (4) Register children waiting in DHS/DCFS foster care on the AdoptUsKids national website. Assist DHS/DCFS caseworkers in responding to inquiries from prospective adoptive families.
 - (5) Perform computer matches of children waiting in DHS/DCFS foster care with families across the United States who have successfully completed adoptive home studies.
- d Adoption Resources will enhance and provide direct recruitment and retention services for prospective adoptive families and shall:
 - (1) Respond to the website and phone inquiries from prospective adoptive parents and provide information regarding adoptive resources.
 - (2) Send a comprehensive packet of general information regarding children waiting in DHS/DCFS foster care to prospective adoptive families within 24 hours.

D. Contact Reporting Requirements:

The Contractor shall submit quarterly reports and annual reports on program objectives to DHS/DCFS.

- 1. Quarterly reports are due each year the contract is in effect on the 20th day of: October, January, April, and July.
- 2. An Annual Report is due each year on the 20th of July.

E. Billings:

The Contractor shall submit an itemized monthly billing to DHS/DCFS.